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Attorneys for Plaintiff, Reliant Technologies, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

RELIANT TECHNOLOGIES, INC.,)
a corporation,)
Plaintiff,)
-v-)
ROBERT LANE McDANIEL,)
an individual,)
Defendant.)

Case No. 3:08-cv-2515

Judge Maxine M. Chesney

~~PROPOSED~~ FINAL JUDGMENT



FINAL JUDGMENT

Upon the agreement of the parties, the Court having been advised in the premises, it is hereby ORDERED that:

1. This Court has jurisdiction over the parties and the subject matter hereto.
2. Plaintiff Reliant Technologies, Inc. is Delaware corporation with its principal place of business at 464 Ellis Street, Mountain View, California 94043 ("Reliant").
3. Defendant Robert Lane McDaniel is an individual with an address at 4919 Natural Bridge, Kingwood, Texas 77345 ("Defendant").
4. Reliant is in the business of developing clinical solutions for the rejuvenation of aging and environmentally damaged skin. Reliant advertises and sells medical laser systems for the administration of skin resurfacing treatments under the marks FRAXEL, FRAXEL RE:PAIR, the FRAXEL RE:STORE and FRAXEL RE:FINE.
5. Reliant has used the inherently distinctive FRAXEL mark for its products throughout the United States and in various countries throughout the world. As a result, the FRAXEL brand has quickly become well known in the industry in association with Reliant's laser systems for aesthetic skin treatments.
6. Reliant owns, among others, U.S. Registration No. 2,974,491 for FRAXEL for "medical lasers".
7. Reliant has sold over one hundred million dollars worth of its products under the FRAXEL marks in the United States and has spent substantial sums in advertising its product under the FRAXEL marks.
8. Reliant also maintains an active Internet presence to promote its goods. Reliant's primary web site is located at <www.fraxel.com>.
9. Long after Reliant's FRAXEL marks became well-known, Defendant registered the following fifty-seven (57) domain names ("the Infringing Domain Names"):

- | | | | |
|-----|--------------------------|-----|-------------------------|
| 1. | fraxelbaltimore.com | 30. | baltimorefraxel.com |
| 2. | fraxelbeverlyhills.com | 31. | bostonfraxel.com |
| 3. | fraxelboston.com | 32. | cincinnati.fraxel.com |
| 4. | fraxelcincinnati.com | 33. | clevelandfraxel.com |
| 5. | fraxelcleveland.com | 34. | dallasfraxel.com |
| 6. | fraxeldenver.com | 35. | denverfraxel.com |
| 7. | fraxeldetroit.com | 36. | fortworthfraxel.com |
| 8. | fraxelfortlauderdale.com | 37. | houstonfraxel.com |
| 9. | fraxelfortworth.com | 38. | indianapolisfraxel.com |
| 10. | fraxelindianapolis.com | 39. | kansascityfraxel.com |
| 11. | fraxelkansascity.com | 40. | lasvegasfraxel.com |
| 12. | fraxellasvegas.com | 41. | minneapolisfraxel.com |
| 13. | fraxelminneapolis.com | 42. | newjerseyfraxel.com |
| 14. | fraxelnewyorkcity.com | 43. | newyorkcityfraxel.com |
| 15. | fraxeloakland.com | 44. | oaklandfraxel.com |
| 16. | fraxelorangecounty.com | 45. | orlandofraxel.com |
| 17. | fraxelorlando.com | 46. | philadelphiafraxel.com |
| 18. | fraxelphoenix.com | 47. | phoenixfraxel.com |
| 19. | fraxelportland.com | 48. | portlandfraxel.com |
| 20. | fraxelriverside.com | 49. | riversidefraxel.com |
| 21. | fraxelsacramento.com | 50. | sacramento.fraxel.com |
| 22. | fraxelsanantonio.com | 51. | sanantoniofraxel.com |
| 23. | fraxelsandiego.com | 52. | sanbernardinofraxel.com |
| 24. | fraxelsanfrancisco.com | 53. | sandiegofraxel.com |
| 25. | fraxelsanjoze.com | 54. | sanfranciscofraxel.com |
| 26. | fraxelseattle.com | 55. | sanjosefraxel.com |
| 27. | fraxelstlouis.com | 56. | seattlefraxel.com |
| 28. | fraxeltampa.com | 57. | stlouisfraxel.com |
| 29. | atlantafraxel.com | | |

10. On May 16, 2008, Reliant filed a complaint against Defendant in the Northern District of California, Case No. 1:08-cv-84 (the "Lawsuit"). On June 19, 2008, Reliant filed its Amended Complaint in this Lawsuit.

11. Defendant, and all others that may be in active concert or participation with him, are permanently enjoined and restrained from:

- a. using or registering any names, marks, or domain names consisting in whole or in part of FRAXEL and any colorable imitation of the FRAXEL marks, or any name or mark that is confusingly similar to the FRAXEL marks, whether alone or in combination with any design, in the United States or anywhere in the world;
- b. doing any act or engaging in any conduct that is likely to diminish the value and goodwill owned by Reliant in its FRAXEL marks; and

- c. doing any other act or thing likely to induce the belief that Defendant's business or products are in any way connected with Reliant's business or products, or are sponsored approved by Reliant.

12. Defendant, and any persons acting in concert or participating with him, shall (i) assign, transfer, convey, and deliver exclusively to Reliant all of Defendant's right, title, and interest in and to the Infringing Domain Names; and (ii) cause the registrar of the Infringing Domain Names to assign and transfer all rights in and to the Infringing Domain Names to Reliant. Pending completion of the transfer of the Infringing Domain Names to Reliant, Defendant shall continue to maintain ownership in the Infringing Domain Names, including taking all actions and paying all necessary fees to maintain its rights therein.

13. Defendant shall pay damages and attorneys' fees to Reliant in an amount agreed upon, by the parties pursuant to a separate written agreement between the parties.

14. The Court retains jurisdiction over this matter for the purpose of enforcing the terms of this Final Judgment.

IT IS SO ORDERED this 12th day of November, 2008.

ENTERED:


United States District Judge

DATED: November 12, 2008

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3 **AGREED AND CONSENTED TO:**

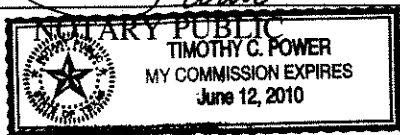
4 **ROBERT LANE MCDANIEL**

5 By: [Signature]

6 Date: 10-24-08

7 **DEFENDANT**

8
9 SUBSCRIBED and SWORN to before me
10 this 24 day of October, 2008



RELIANT TECHNOLOGIES

By: [Signature]

Name: ANDREW GALLIGAN

Title: CEO

Date: 10/31/08

PLAINTIFF

GLYNN & FINLEY LLP

By: [Signature]

Date: 11/4/08

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**COUNSEL FOR PLAINTIFF,
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